

City Clerk File No. Ord. 17-033

Agenda No. 3.A 1st Reading

Agenda No. 4.A 2nd Reading & Final Passage



ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE
offered and moved adoption of the following ordinance:

CITY ORDINANCE *17-033*

TITLE: ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER 332 (VEHICLES AND TRAFFIC) ARTICLE VIII (PERMIT PARKING) AND CHAPTER 160 (FEES AND CHARGES) OF THE JERSEY CITY MUNICIPAL CODE

THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY HEREBY ORDAINS:

- A. The following amendments to Chapter 332 (Vehicles and Traffic) Article VIII (Permit Parking) are hereby adopted:

VEHICLES AND TRAFFIC

ARTICLE VIII Permit Parking

§332-58. Parking Restrictions in Residential Zones.

- A. Through C.1. No Change.

- C.2. No person shall park a vehicle in excess of four (4) hours within Parking Zone 16, at any time, without a valid permit upon any of the streets or parts of the streets as described below.

The entire area of Jersey City Heights. Parking Zone 16 shall be bounded by State Highway 139 to the border of Union City/North Bergen (Paterson Plank Road and Secaucus Road), and from the Eastern Side of Tonnele Avenue to Ogden Avenue.

Residents within Parking Zone 16 will be eligible for a "Zone 16-1" parking permit that will allow them to park anywhere within Parking Zone 16, 24 hours a day, Monday through Saturday, except Sundays and holidays.

Any person that demonstrates that they are currently working for any employer located within Parking Zone 16 will be eligible to purchase a "Zone 16-2" permit every six months, that will allow them to park anywhere within Parking Zone 16, 24 hours a day, Monday through Saturday, except Sundays and holidays.

- D. Through L. No Change.

§332-58.1. Through §332-67. No Change.

- B. The following amendments to Chapter 160 (Fees and Charges) are hereby adopted:

FEES AND CHARGES

§160-1. Fee Schedule Established.

Fees shall be as follows:

- A. Through RR. No Change.

- SS. Chapter 332, vehicles and traffic.

(1) Through (9) No Change.

(10) On Street Parking permit fees. Beginning on July 1, 2015, the following fees shall apply:

- a. Residential Parking Permit or New Resident Temporary Parking Permit: fifteen dollars (\$15.00) per year for each vehicle registered to a resident of the zone;
- b. Non-Residential Parking Permit: three hundred dollars (\$300.00) per year;
- c. Temporary Resident Parking Permit (90 day): one hundred twenty-five dollars (\$125.00);

Temporary Work Permit (90 day): one hundred twenty-five dollars (\$125.00) and not more than 90 days;

Temporary Residential Permit (14 day): fifteen dollars (\$15.00);

Home Healthcare Permit (90 day): fifty dollars (\$50.00);
- e. Contractor Parking Permit (1 and 2 family residences);
 - (i) Six (6) Month Permit: one hundred twenty-five dollars (\$125.00); and
 - (ii) Daily Permit: fifteen dollars (\$15.00) a day;
- f. Visitors Parking Permit;

Daily: five dollars (\$5) for each permit for up to five (5) permits.
- g. Transfer Permit: fifteen dollars (\$15);
- h. Senior citizen residents; or deed restricted low/moderate income residents; or R-2 residents: zero dollars \$0.
- i. Zone 16-2: \$50 per six (6) month period for each vehicle registered to a person currently working for an employer located within Parking Permit Zone 16.

TT. Through UU.No Change.

- C. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.
- D. The City Clerk shall have this ordinance codified and incorporated in the official copies of the Jersey City Code.
- E. This ordinance shall take effect on MAY 1, 2017 ~~at the time and in the manner as provided by law.~~
- F. The City Clerk and the Corporation Counsel may change any chapter numbers, article numbers and section numbers if codification of this ordinance reveals a conflict between those numbers and the existing code, in order to avoid confusion and possible accidental repealers of existing provisions.

NOTE: All new material is underlined; words in {brackets} are omitted.
For purposes of advertising only, new matter is indicated by **boldface** and repealed matter by *italic*.

3/1/17

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☐
Not Required ☐

APPROVED: _____

APPROVED: _____

Business Administrator

ORDINANCE FACT SHEET

This summary sheet is to be attached to the front of any ordinance that is submitted for Council Consideration. Incomplete or vague fact sheets will be returned with the ordinance.

Full Title of Ordinance

**ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER 332 (VEHICLES AND TRAFFIC)
ARTICLE VIII (PERMIT PARKING) AND CHAPTER 160 (FEES AND CHARGES) OF THE JERSEY
CITY MUNICIPAL CODE**

Initiator

Department/Division	Council	Council
Name/Title	Michael Yun	Councilman
Phone/email	201-547-5485	MYun@jcnj.org

Note: Initiator must be available by phone during the agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Ordinance Purpose

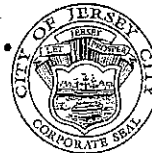
The purpose of this ordinance is to implement a new parking zone (Parking Zone 16) which will encumber the entire area of Jersey City Heights, and which shall be bounded by State Highway 130 to the border of Union City/North Bergen (Paterson Plank Road and Secaucus Road), and from the Eastern Side of Tonnele Avenue to Ogden Avenue.

I certify that all the facts presented herein are accurate

Signature of Department Director

Date

Ordinance of the City of Jersey City, N.J.



ORDINANCE NO. Ord. 17-033
TITLE: 3.A MAR 22 2017 4.A

APR 12 2017

An Ordinance amending and supplementing Chapter 332 (Vehicles and Traffic) Article VII (Permit Parking) and Chapter 160 (Fees and Charges) of the Jersey City Municipal Code.

RECORD OF COUNCIL VOTE ON INTRODUCTION MAR 22 2017 9-0											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

RECORD OF COUNCIL VOTE TO CLOSE PUBLIC HEARING APR 12 2017 7-0											
Councilperson <u>YUN</u> moved, seconded by Councilperson <u>LAVARRO</u> to close P.H.											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	ABSENT		
GADSDEN	✓			OSBORNE	✓			WATTERMAN	ABSENT		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.--Not Voting (Abstain)

SPEAKERS:

MIKE KULOWSKI
JENNIFER LAMBERT
PAT O'MELIA
MARIA KINBERG
ALIYAH JACKSON
STEVE PRUSAWSKI
JAMIE WILSON
REHKA NANWANDI
MARY MILLS
TOM HILMER
ROGER HEITMANN

RECORD OF COUNCIL VOTE ON AMENDMENTS, IF ANY APR 12 2017											
Councilperson <u>OSBORNE</u> moved to amend* Ordinance, seconded by Councilperson <u>LAVARRO</u> & adopted 7-0											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA			
GADSDEN	✓			OSBORNE	✓			WATTERMAN	ABSENT		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

RECORD OF FINAL COUNCIL VOTE APR 12 2017 7-0											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	ABSENT		
GADSDEN	✓			OSBORNE	✓			WATTERMAN	ABSENT		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.--Not Voting (Abstain)

Adopted on first reading of the Council of Jersey City, N.J. on **MAR 22 2017**

Adopted on second and final reading after hearing on **APR 12 2017**

This is to certify that the foregoing Ordinance was adopted by the Municipal Council at its meeting on **APR 12 2017**

Robert Byrne, City Clerk

*Amendment(s):

THIS ORDINANCE
SHALL BECOME
EFFECTIVE MAY 1, 2018

APPROVED:

Rolando R. Lavarro, Jr., Council President

Date **APR 12 2017**

APPROVED:

Steven M. Fulop, Mayor

Date **APR 13 2017**

Date to Mayor **APR 13 2017**

City Clerk File No. _____ Ord. 17-034
Agenda No. _____ 3.B _____ 1st Reading
Agenda No. 4.B. _____ 2nd Reading & Final Passage



ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE
offered and moved adoption of the following ordinance:

CITY ORDINANCE 17-034

TITLE: AN ORDINANCE SUPPLEMENTING CHAPTER 332 (VEHICLES AND TRAFFIC) ARTICLE III (PARKING, STANDING AND STOPPING) AND ARTICLE IX (PARKING FOR THE DISABLED) OF THE JERSEY CITY CODE DESIGNATING A RESERVED PARKING SPACE(S) 157-159 ARLINGTON AVENUE; 57-59-61 ASTOR PLACE; 146A BOSTWICK AVENUE; 105 BROWN PLACE; 237 CAMBRIDGE AVENUE; 90 CLAREMONT AVENUE; 223 DANFORTH AVENUE; 22 DUNCAN AVENUE; 261 EIGHTH STREET; 8 FREEDOM PLACE; 135 IRVING STREET; 117 KENSINGTON AVENUE; 326 LEMBECK AVENUE; 150 McADOO AVENUE; 13-15 MADISON AVENUE; 41 MYRTLE AVENUE; 100-102 ORIENT AVENUE; 90-92 POPLAR STREET; 26 RESERVOIR AVENUE; 109 RESERVOIR AVENUE; 84 WAVERLY STREET; 165 WEGMAN PARKWAY AND AMEND THE RESERVED PARKING SPACE AT 279 ½ SECOND STREET

THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY DOES ORDAIN:

1. Chapter 332 (Vehicles and Traffic) Article III (Parking, Standing and Stopping) and Article IX (Parking for the Disabled) of the Jersey City Code is hereby supplemented as follows:

Section 332-29 Disabled Parking Manual

Section 332-69 Restricted parking zones in front of or near residences of disabled drivers.

PARKING FOR THE DISABLED

Restricted parking spaces, (measuring approximately 22 feet in length) in front of residential building for use by persons who have been issued special vehicle identification cards by the Division of Motor Vehicles and handicapped parking permits issued by the Traffic Division.

<u>Elizabeth Curtis</u>	<u>157-159 Arlington Av</u>
<u>Antoinette Mabry</u>	<u>57-59-61 Astor Pl</u>
<u>Sandy Aracena</u>	<u>146A Bostwick Av</u>
<u>Rebecca Logan</u>	<u>105 Brown Pl</u>
<u>Mary Lacidonia</u>	<u>237 Cambridge Av</u>
<u>Abdullah Abdullah</u>	<u>90 Claremont Av</u>
<u>Rosie Emar</u>	<u>223 Danforth Av</u>
<u>Philip Cevallos</u>	<u>22 Duncan Av</u>
<u>Marvin Winell</u>	<u>261 Eighth St</u>
<u>Clarence Wright</u>	<u>8 Freedom Pl</u>
<u>Robert Murgittroyd</u>	<u>135 Irving St</u>
<u>Corazone & Cyril Paravitana</u>	<u>117 Kensington Av</u>
<u>Raymond Colon</u>	<u>326 Lembeck Av</u>
<u>Melissa Araujo</u>	<u>150 McAdoo Av</u>
<u>Maria Lopez</u>	<u>13-15 Madison Av</u>
<u>Willie Goodwin</u>	<u>41 Myrtle Av</u>
<u>Agustin and Lordes-Ortiz-Lopez</u>	<u>100-102 Orient Av</u>
<u>Rose DeSantis</u>	<u>90-92 Poplar St</u>
<u>Victor Murcia</u>	<u>26 Reservoir Av</u>
<u>Barbara Bellotti</u>	<u>109 Reservoir Av</u>
<u>Felicita Negrón-Perea [Maria Posas]</u>	<u>279 ½ Second St</u>
<u>Haydee Cordero</u>	<u>84 Waverly St</u>
<u>Mattie Pegues</u>	<u>165 Wegman Pkwy</u>

Continued.....

JDS:ple
(03.13.17)

2. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.
3. This ordinance shall be a part of the Jersey City Code as though codified and incorporated in the official copies of the Jersey City Code.
4. This ordinance shall take effect at the time and in the manner as prescribed by law.
5. The City Clerk and the Corporation Counsel may change any chapter numbers, article numbers and section numbers if codification of this ordinance reveals a conflict between those numbers and the existing code, in order to avoid confusion and possible accidental repealers of existing provisions.

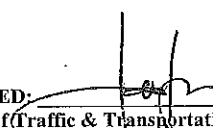
NOTE: The new material to be inserted is underscored; the material to be repealed is in *[brackets]*.

JDS:pel
(03.13.17)

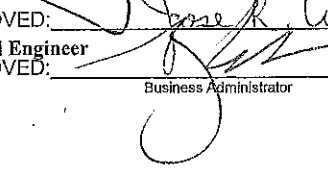
APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☐
Not Required ☐

APPROVED: 
Director of Traffic & Transportation

APPROVED: 
Municipal Engineer

APPROVED: 
Business Administrator

ORDINANCE FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any ordinance that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance

AN ORDINANCE SUPPLEMENTING CHAPTER 332 (VEHICLES AND TRAFFIC) ARTICLE III (PARKING, STANDING AND STOPPING) AND ARTICLE IX (PARKING FOR THE DISABLED) OF THE JERSEY CITY CODE DESIGNATING A RESERVED PARKING SPACE(S) 157-159 ARLINGTON AVENUE; 57-59-61 ASTOR PLACE; 146A BOSTWICK AVENUE; 105 BROWN PLACE; 237 CAMBRIDGE AVENUE; 90 CLAREMONT AVENUE; 223 DANFORTH AVENUE; 22 DUNCAN AVENUE; 261 EIGHTH STREET; 8 FREEDOM PLACE; 135 IRVING STREET; 117 KENSINGTON AVENUE; 326 LEMBECK AVENUE; 150 McADOO AVENUE; 13-15 MADISON AVENUE; 41 MYRTLE AVENUE; 100-102 ORIENT AVENUE; 90-92 POPLAR STREET; 26 RESERVOIR AVENUE; 109 RESERVOIR AVENUE; 84 WAVERLY STREET; 165 WEGMAN PARKWAY AND AMEND THE RESERVED PARKING SPACE AT 279 ½ SECOND STREET

Initiator

Department/Division	Administration	Engineering, Traffic and Transportation
Name/Title	Joao D'Souza at the request of Councilwoman Joyce Watterman, Chairwoman, Municipal Council Committee for Disabled Parking	Director of Traffic & Transportation
Phone/email	201.547.4470	JOAO@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Ordinance Purpose

Designate and amend a reserved parking space at the following locations:

157-159 ARLINGTON AVENUE; 57-59-61 ASTOR PLACE; 146A BOSTWICK AVENUE; 105 BROWN PLACE; 237 CAMBRIDGE AVENUE; 90 CLAREMONT AVENUE; 223 DANFORTH AVENUE; 22 DUNCAN AVENUE; 261 EIGHTH STREET; 8 FREEDOM PLACE; 135 IRVING STREET; 117 KENSINGTON AVENUE; 326 LEMBECK AVENUE; 150 McADOO AVENUE; 13-15 MADISON AVENUE; 41 MYRTLE AVENUE; 100-102 ORIENT AVENUE; 90-92 POPLAR STREET; 26 RESERVOIR AVENUE; 109 RESERVOIR AVENUE; 84 WAVERLY STREET; 165 WEGMAN PARKWAY AND AMEND THE RESERVED PARKING SPACE AT 279 ½ SECOND STREET

All of the applications have been reviewed and the applicant's approved for a reserved parking space by the Municipal Council Committee for Disabled Parking.

I certify that all the facts presented herein are accurate.

Director of Traffic & Transportation

Signature of Department Director

Date

Date

Ordinance of the City of Jersey City, N.J.



ORDINANCE NO. Ord. 17-034
TITLE: 3.B MAR 22 2017 4.B

APR 12 2017

An ordinance supplementing Chapter 332 (Vehicles and Traffic) Article III (Parking, Standing and Stopping) and Article IX (Parking for the Disabled) of the Jersey City Code designating a reserved parking space(s) 157-159 Arlington Avenue; 57-59-61 Astor Place; 146a Bostwick Avenue; 105 Brown Place; 237 Cambridge Avenue; 90 Claremont Avenue; 223 Danforth Avenue; 22 Duncan Avenue; 261 Eighth Street; 8 Freedom Place; 135 Irving Street; 117 Kensington Avenue; 326 Lembeck Avenue; 150 McAdoo Avenue; 13-15 Madison Avenue; 41 Myrtle Avenue; 100-102 Orient Avenue; 90-92 Poplar Street; 26 Reservoir Avenue; 109 Reservoir Avenue; 84 Waverly Street; 165 Wegman Parkway and amend the reserved parking space at 279 ½ Second Street.

RECORD OF COUNCIL VOTE ON INTRODUCTION

MAR 22 2017 9-0

COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

RECORD OF COUNCIL VOTE TO CLOSE PUBLIC HEARING

APR 12 2017 7-0

Councilperson LAVARRO moved, seconded by Councilperson OSBORNE to close P.H.

COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA			ABSENT
GADSDEN	✓			OSBORNE	✓			WATTERMAN			ABSENT
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.--Not Voting (Abstain)

SPEAKERS:

MIKE KULOWSKI

RECORD OF COUNCIL VOTE ON AMENDMENTS, IF ANY

Councilperson _____ moved to amend* Ordinance, seconded by Councilperson _____ & adopted _____

COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI				YUN				RIVERA			
GADSDEN				OSBORNE				WATTERMAN			
BOGGIANO				ROBINSON				LAVARRO, PRES.			

RECORD OF FINAL COUNCIL VOTE

APR 12 2017 7-0

COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA			ABSENT
GADSDEN	✓			OSBORNE	✓			WATTERMAN			ABSENT
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.--Not Voting (Abstain)

Adopted on first reading of the Council of Jersey City, N.J. on

MAR 22 2017

Adopted on second and final reading after hearing on

APR 12 2017

This is to certify that the foregoing Ordinance was adopted by the Municipal Council at its meeting on **APR 12 2017**

Robert Byrne
Robert Byrne, City Clerk

APPROVED:

Rolando R. Lavarro, Jr.

Rolando R. Lavarro, Jr., Council President

Date

APR 12 2017

*Amendment(s):

APPROVED:

Steven M. Fulop
Steven M. Fulop, Mayor

Date

APR 13 2017

Date to Mayor

APR 13 2017

City Clerk File No. Ord. 17-035

Agenda No. 3.C 1st Reading

Agenda No. 4.C 2nd Reading & Final Passage



ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE
offered and moved adoption of the following ordinance:

CITY ORDINANCE 17-035

TITLE:

AN ORDINANCE SUPPLEMENTING CHAPTER 332 (VEHICLES AND TRAFFIC) ARTICLE III (PARKING, STANDING AND STOPPING) AMENDING SECTION 332-22 (PARKING PROHIBITED AT ALL TIMES) OF THE JERSEY CITY CODE DESIGNATING 70 FEET IN FRONT OF THE MARRIOTT HOTEL ON THE NORTH SIDE OF COLUMBUS DRIVE AND 40 FEET IN FRONT OF THE RESIDENTIAL TOWER AT 70 COLUMBUS DRIVE AS NO PARKING ANYTIME

THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY DOES ORDAIN:

1. Chapter 332 (Vehicles and Traffic) Article III (No Parking Any Time) of the Jersey City Code is hereby supplemented as follows:

Section 332-22 PARKING PROHIBITED AT ALL TIMES
No person shall park a vehicle on any of the streets or parts thereof described.

Name of Street	Side	Limits
Columbus Dr	Both	Merseles St to Brunswick St
	South	95 feet east of Barrow St 60 feet east
	North	<u>55 feet east of Marin Blvd 70 feet east</u>
	North	<u>267 feet east of Marin Blvd 40 feet east</u>

2. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.
3. This ordinance shall be a part of the Jersey City Code as though codified and incorporated in the official copies of the Jersey City Code.
4. The City Clerk and the Corporation Counsel be and they are hereby authorized and directed to change any chapter numbers, article numbers and section numbers in the event that the codification of this ordinance reveals that there is a conflict between those numbers and the existing code, in order to avoid confusion and possible accidental repealers of existing provisions.

NOTE: All new material to be inserted is underscored.

JDS:pc1
(03.09.17)

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☐
Not Required ☐

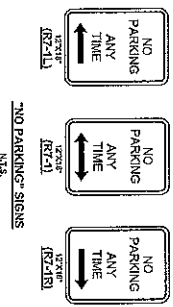
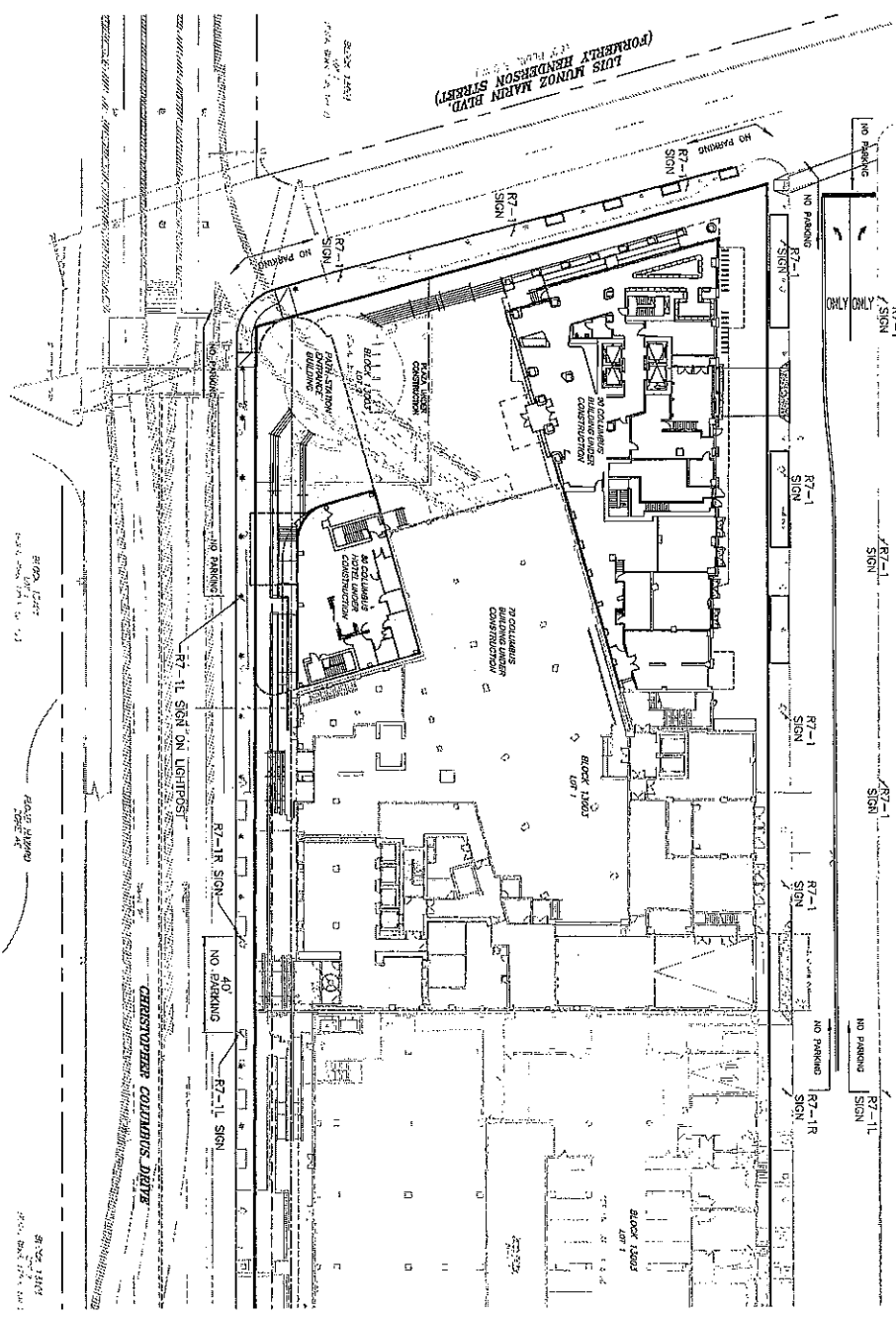
APPROVED:
Director of Traffic & Transportation

APPROVED:
Municipal Engineer
APPROVED:
Business Administrator



REVISION	DATE	BY	DESCRIPTION
1	10/1/14	JAB	ISSUED FOR PERMIT
2	10/1/14	JAB	REVISIONS TO SIGN PLACEMENT
3	10/1/14	JAB	REVISIONS TO SIGN PLACEMENT
4	10/1/14	JAB	REVISIONS TO SIGN PLACEMENT
5	10/1/14	JAB	REVISIONS TO SIGN PLACEMENT
6	10/1/14	JAB	REVISIONS TO SIGN PLACEMENT
7	10/1/14	JAB	REVISIONS TO SIGN PLACEMENT
8	10/1/14	JAB	REVISIONS TO SIGN PLACEMENT
9	10/1/14	JAB	REVISIONS TO SIGN PLACEMENT
10	10/1/14	JAB	REVISIONS TO SIGN PLACEMENT

1. THE CITY OF JERSEY HAS REVIEWED THE PROPOSED SIGNAGE AND FINDS THAT THE PROPOSED SIGNAGE IS IN ACCORDANCE WITH THE CITY OF JERSEY SIGNAGE ORDINANCE, CHAPTER 100, AND THE CITY OF JERSEY SIGNAGE ORDINANCE, CHAPTER 100, AND THE CITY OF JERSEY SIGNAGE ORDINANCE, CHAPTER 100.
2. THE CITY OF JERSEY HAS REVIEWED THE PROPOSED SIGNAGE AND FINDS THAT THE PROPOSED SIGNAGE IS IN ACCORDANCE WITH THE CITY OF JERSEY SIGNAGE ORDINANCE, CHAPTER 100, AND THE CITY OF JERSEY SIGNAGE ORDINANCE, CHAPTER 100, AND THE CITY OF JERSEY SIGNAGE ORDINANCE, CHAPTER 100.
3. THE CITY OF JERSEY HAS REVIEWED THE PROPOSED SIGNAGE AND FINDS THAT THE PROPOSED SIGNAGE IS IN ACCORDANCE WITH THE CITY OF JERSEY SIGNAGE ORDINANCE, CHAPTER 100, AND THE CITY OF JERSEY SIGNAGE ORDINANCE, CHAPTER 100, AND THE CITY OF JERSEY SIGNAGE ORDINANCE, CHAPTER 100.
4. THE CITY OF JERSEY HAS REVIEWED THE PROPOSED SIGNAGE AND FINDS THAT THE PROPOSED SIGNAGE IS IN ACCORDANCE WITH THE CITY OF JERSEY SIGNAGE ORDINANCE, CHAPTER 100, AND THE CITY OF JERSEY SIGNAGE ORDINANCE, CHAPTER 100, AND THE CITY OF JERSEY SIGNAGE ORDINANCE, CHAPTER 100.
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7. THE CITY OF JERSEY HAS REVIEWED THE PROPOSED SIGNAGE AND FINDS THAT THE PROPOSED SIGNAGE IS IN ACCORDANCE WITH THE CITY OF JERSEY SIGNAGE ORDINANCE, CHAPTER 100, AND THE CITY OF JERSEY SIGNAGE ORDINANCE, CHAPTER 100, AND THE CITY OF JERSEY SIGNAGE ORDINANCE, CHAPTER 100.
8. THE CITY OF JERSEY HAS REVIEWED THE PROPOSED SIGNAGE AND FINDS THAT THE PROPOSED SIGNAGE IS IN ACCORDANCE WITH THE CITY OF JERSEY SIGNAGE ORDINANCE, CHAPTER 100, AND THE CITY OF JERSEY SIGNAGE ORDINANCE, CHAPTER 100, AND THE CITY OF JERSEY SIGNAGE ORDINANCE, CHAPTER 100.
9. THE CITY OF JERSEY HAS REVIEWED THE PROPOSED SIGNAGE AND FINDS THAT THE PROPOSED SIGNAGE IS IN ACCORDANCE WITH THE CITY OF JERSEY SIGNAGE ORDINANCE, CHAPTER 100, AND THE CITY OF JERSEY SIGNAGE ORDINANCE, CHAPTER 100, AND THE CITY OF JERSEY SIGNAGE ORDINANCE, CHAPTER 100.
10. THE CITY OF JERSEY HAS REVIEWED THE PROPOSED SIGNAGE AND FINDS THAT THE PROPOSED SIGNAGE IS IN ACCORDANCE WITH THE CITY OF JERSEY SIGNAGE ORDINANCE, CHAPTER 100, AND THE CITY OF JERSEY SIGNAGE ORDINANCE, CHAPTER 100, AND THE CITY OF JERSEY SIGNAGE ORDINANCE, CHAPTER 100.



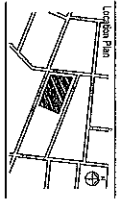
PLAN
Scale: 1"=20'

70-90 COLUMBUS TOWERS
BLOCK 13003, LOTS 1 & 2
RESTRICTION PLAN
JAB 10/1/14
CDD 10/1/14
1 OF 1

INSITE

1000 ROUTE 100, SUITE 100
JERSEY CITY, NJ 07310
TEL: 201.734.1000
WWW.INSITE.COM

OWNER: [Redacted]



70-90 COLUMBUS TOWERS
JERSEY CITY, NJ 07310

ORDINANCE FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any ordinance that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

AN ORDINANCE SUPPLEMENTING CHAPTER 332 (VEHICLES AND TRAFFIC) ARTICLE III (PARKING, STANDING AND STOPPING) AMENDING SECTION 332-22 (PARKING PROHIBITED AT ALL TIMES) OF THE JERSEY CITY CODE DESIGNATING 70 FEET IN FRONT OF THE MARRIOTT HOTEL ON THE NORTH SIDE OF COLUMBUS DRIVE AND 40 FEET IN FRONT OF THE RESIDENTIAL TOWER AT 70 COLUMBUS DRIVE AS NO PARKING ANYTIME

Initiator

Department/Division	Administration	Engineering, Traffic and Transportation
Name/Title	Joao D'Souza	Director of Traffic & Transportation
Phone/email	201.547.4470	JOAO@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)


Ordinance Purpose

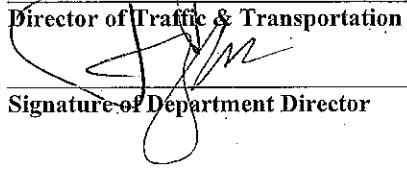
The purpose of the 70 feet of "no parking" in front of the entrance to the Marriott Hotel would be to primarily serve picking-up and discharging hotel guests via taxis, Uber cars, shuttles or similar. It would also serve as an area for the loading and unloading of hotel supplies.

The purpose for the 40 feet of "no parking" in front of 70 Columbus Dr would serve the 540+ residents residing in the residential tower. It would provide an area for pick-up and discharge via taxis, Uber cars, shuttles or similar. It would also serve as an area for deliveries to the building.

Designating both of these areas as "no parking any time" will help to address any potential of motorist's double parking on Columbus Drive resulting in traffic conflicts.

I certify that all the facts presented herein are accurate.


Director of Traffic & Transportation


Signature of Department Director


Date


Date

Ordinance of the City of Jersey City, N.J.



ORDINANCE NO. Ord. 17-035
TITLE: 3.C MAR 22 2017 4.C

APR 12 2017

An ordinance supplementing Chapter 332 (Vehicles and Traffic) Article III (Parking, Standing and Stopping) amending Section 332-22 (Parking Prohibited at All Times) of the Jersey City Code designating 70 feet in front of the Marriott Hotel on the north side of Columbus Drive and 40 feet in front of the residential tower at 70 Columbus Drive as No Parking Anytime.

RECORD OF COUNCIL VOTE ON INTRODUCTION MAR 22 2017-0											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

RECORD OF COUNCIL VOTE TO CLOSE PUBLIC HEARING APR 12 2017 7-0											
Councilperson <u>LAVARRO</u> moved, seconded by Councilperson <u>OSBORNE</u> to close P.H.											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA			
GADSDEN	✓			OSBORNE	✓			WATTERMANN			
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.--Not Voting (Abstain)

SPEAKERS:

MIKE KULOWSKI
CHARLES HARRINGTON

RECORD OF COUNCIL VOTE ON AMENDMENTS, IF ANY											
Councilperson _____ moved to amend* Ordinance, seconded by Councilperson _____				& adopted							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI				YUN				RIVERA			
GADSDEN				OSBORNE				WATTERMANN			
BOGGIANO				ROBINSON				LAVARRO, PRES.			

RECORD OF FINAL COUNCIL VOTE APR 12 2017 7-0											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA			
GADSDEN	✓			OSBORNE	✓			WATTERMANN			
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.--Not Voting (Abstain)

Adopted on first reading of the Council of Jersey City, N.J. on **MAR 22 2017**

Adopted on second and final reading after hearing on **APR 12 2017**

This is to certify that the foregoing Ordinance was adopted by the Municipal Council at its meeting on **APR 12 2017**

Robert Byrne, City Clerk

APPROVED:

Rolando R. Lavarro, Jr., Council President

Date

APR 12 2017

*Amendment(s):

APPROVED:

Steven M. Fulop, Mayor

Date

APR 13 2017

Date to Mayor

APR 13 2017

City Clerk File No. Ord. 17-036

Agenda No. 3.D 1st Reading

Agenda No. 4.D. 2nd Reading & Final Passage

ORDINANCE OF JERSEY CITY, N.J.



COUNCIL AS A WHOLE
offered and moved adoption of the following ordinance:

CITY ORDINANCE 17-036

TITLE:

ORDINANCE AUTHORIZING THE CITY OF JERSEY CITY TO ENTER INTO PARKING LOT LEASES AT 733- 735 NEWARK AVE. AND 68-70 COTTAGE ST. DUE TO PARKING DISPLACED BY THE PULASKI SKYWAY PROJECT

WHEREAS, the NJDOT is undertaking a major rehabilitation of the Pulaski Skyway, a historic, 3.5 mile long steel truss bridge which carries Routes 1&9 through Newark, South Kearny and Jersey City (the "Pulaski Project");

WHEREAS, the Pulaski Project has impacted City property and/or public rights of way within the City;

WHEREAS, the Pulaski Project has increased vehicular traffic at certain intersections and reduced certain on-street parking;

WHEREAS, in order ease the traffic burden on the City and the displaced parking, the State Department of Transportation (the "DOT") agreed to pay for certain parking lots for use by the City during the Pulaski Project, and on August 1, 2014, the Jersey City Park Authority ("JCPA") entered into a two-year Lease Agreement with JSQ Capital, LLC ("Landlord") for use of parking lots located at 733-735 Newark Ave. and 68-70 Cottage St., Jersey City, NJ 07306, attached hereto as **Exhibit A** (the "Lease");

WHEREAS, the JCPA was dissolved as of December 31, 2014, and all its functions were assigned to the City;

WHEREAS, the City absorbed the Lease as result of the JCPA dissolution;

WHEREAS, the DOT has agreed to renew the funding for the Lease for one additional year, for the term, August 1, 2016-July 31, 2017;

WHEREAS, the Lease requires proofs of insurance and indemnification;

WHEREAS, the Lease indicates that the Lease is contingent upon the City receiving the funding from the DOT, without which the Lease would be considered null and void;

WHEREAS, the City desires to extend the Lease, as amended and supplemented pursuant to the Lease Extension, attached hereto as **Exhibit B**;

WHEREAS, N.J.S.A. 40A:12-5 permits the City to enter a lease via ordinance.

**NOW, THEREFORE, BE IT ORDAINED BY THE MUNICIPAL COUNCIL OF
THE CITY OF JERSEY CITY, as follows:**

1. Subject to any revisions made by Corporation Counsel, the Mayor and/or the Business Administrator is authorized to execute the attached Lease Extension.
2. The parking lots which are the subject of the Lease Extension will be exempt from the City's tax on parking lot spaces/garages pursuant to Section 304-1 et seq. of the City Code.
3. The Risk Manager may issue evidence of insurance demonstrating that the City is self-insured.
4. The Office of Budget & Management is authorized to establish an account for this purpose.
5. The Term of the Lease Extension shall expire July 31, 2017.

BD. 03.09.17

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☐
Not Required ☐

APPROVED: _____

APPROVED: _____
Business Administrator

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

ORDINANCE AUTHORIZING THE CITY OF JERSEY CITY TO ENTER INTO PARKING LOT LEASES AT 733-735 NEWARK AVENUE AND 68-70 COTTAGE STREET DUE TO PARKING DISPLACED BY THE PULASKI SKYWAY PROJECT

Project Manager

Department/Division	Office of Business Administrator	
Name/Title	Robert Kakoleski	Business Administrator
Phone/email	(201) 547-5147	RJkakoleski@jenj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

Ordinance which renews the leases of parking lots due to Pulaski Skyway Project.

Cost (Identify all sources and amounts)

\$16,500 payable on the first day of each three-month period.

Contract term (include all proposed renewals)

August 1, 2016 – July 31, 2017

Type of award DOT renewal of funding

If "Other Exception", enter type

Additional Information

Lease requires proofs of insurance and indemnification.

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date

3 | 13 | 17

EXHIBIT A

PARKING LOT NET LEASE AGREEMENT

This Net-Net-Net Lease Agreement (this "Lease") is dated August 1, 2014, by and between ISO Capital, LLC ("Landlord"), and Jersey City Parking Authority (JCPA) ("Tenant"). The parties agree as follows:

1. **PREMISES.** Landlord is the owner of land and improvements commonly known and numbered as: 733-735 Newark Avenue, Jersey City, NJ 07306 and portions of parking area behind 68 & 70 Cottage Street, Jersey City, NJ 07306. Landlord does hereby lease to Tenant, and Tenant does hereby let as tenant from Landlord, the real property described in Exhibit "A", attached hereto and incorporated herein by reference (the "Premises") EXCEPT the three parking spots reserved exclusively for the Landlord referenced thereon. More specifically, the Landlord reserves three parking spots on 735 Newark Ave (Block: 07902; Lot: 00009) for his own personal, private and exclusive use without any interference, restriction or encumbrance whatsoever. No other portion of the building (hereinafter, the "Building") wherein the Premises is located is included unless expressly provided for in this Agreement.
2. **TERM.** The lease term will begin on August 1, 2014 and will terminate on July 31, 2016.
3. **LEASE PAYMENTS.** Tenant shall pay to Landlord lease payments of \$16,500.00, payable in advance on the first (1st) day of each three-month period (quarter year). Lease payments shall be made to Landlord at P.O. Box 237, Princeton Junction, New Jersey, 08550 which may be changed from time to time by Landlord providing notice as set forth in ARTICLE 26 of this Lease.
4. **SECURITY DEPOSIT.** At the time of the signing of this Lease, Tenant shall pay to Landlord, in trust, a security deposit of \$5,500.00 which is equal to one month's rent, to be held and disbursed for Tenant damages to the Premises or other defaults under this Agreement (if any) as provided by law.
5. **TAXES.** Taxes attributable to the Premises or the use of the Premises shall be allocated as follows:
 - (A) **REAL ESTATE TAXES.** Tenant shall obtain a tax waiver as a tax exempt public entity for the applicable portions of 733, 735 Newark Avenue and 68 Cottage Street and 70 Cottage Street.
 - (B) **PERSONAL TAXES.** N/A
 - (C) If Tenant fails to pay any tax payment required to be made by the time due, Landlord may elect to invoke a default as defined under the terms of this Lease in ARTICLE 13.
6. **LATE PAYMENTS.** Rent is due on the first (1st) of every three-month period (quarter year). For each payment that is not paid by the first (1st) day of the next three-month period (quarter year), Tenant shall pay a late fee of 25.00 per day or the maximum allowable by law whichever is less, beginning with the day after the due date. These late fees, once incurred, shall be considered as additional rent for the Tenant, payable to the Landlord. Both the Landlord and Tenant agrees that this late fee is not a penalty but it is fair and reasonable and based on the losses and the hardship to the Landlord associated with Tenant's failure to pay rent on time.
7. **ATTORNEY FEES.** In any legal action to enforce the terms hereof or relating to the premises, if successful, the Landlord shall be entitled to all costs incurred in connection with such action, including all attorneys' fees. Tenant acknowledges all attorneys' fees shall be considered as additional payment for the Tenant, payable to the Landlord.
8. **USE OF PREMISES.** The Premises shall be used by Tenant only for purposes of parking mitigation through the operation of a public permit and/or metered parking program, and for no other use or purpose without the Landlord's prior written consent, which shall be granted or withheld in Landlord's sole and subjective discretion. The parking lot shall only be used by and for compact regular passenger vehicles and shall NOT be used for commercial trucks. The Tenant shall comply with all laws, ordinances, codes and regulations regarding the Premises and the permitted use upon the Premises.
9. **PERMITS.** If any governmental license or any permit shall be required for the proper and lawful conduct of Tenant's business in the Premises and if failure to secure such license or permit would in any way adversely affect Landlord or the Premises, then Tenant, at Tenant's sole cost and expense, shall duly procure and thereafter maintain such license or permit and submit the same to Landlord for inspection. Tenant shall at all times comply with the terms and conditions of each such license or permit. In no event shall Tenant's failure to procure or maintain such license or permit relieve Tenant from its obligations under this Lease.

10. **UTILITIES AND SERVICES.** This is a net-net-net lease that designates the Tenant as being solely responsible for any and all of the costs relating to the leased Premises including but not limited to the utilities (if any) being supplied to or on the leased Premises, the real estate taxes, the insurance and the maintenance of the leased Premises. The Tenant shall be responsible for all utilities and services incurred in connection with the Premises. The Tenant agrees to pay the charges for all utilities and services rendered or furnished to the Premises, including heat, water, gas, electricity, sewer, sewage treatment facilities and the like. This shall be considered as additional rent to the Tenant, payable directly to the appropriate utility or service provider. If Tenant fails to pay any utilities or service payment required to be made by the time due, Landlord may elect to invoke a default as defined under the terms of this Lease in ARTICLE 13.

11. **INSURANCE.** If the Premises is damaged by fire or other casualty resulting from any act of negligence by Tenant or by any of Tenant's agents, employees, invitees, or customers, rent shall not be diminished or abated while such damages are under repair, and Tenant shall be responsible for the cost of any repairs not covered by insurance.

Tenant shall be responsible, at its sole cost and expense, for fire and extended coverage insurance on all of its personal property, including removable fixtures, located in the Premises.

Tenant, at Tenant's sole cost and expense, shall obtain and maintain in full force and effect throughout the Term, a commercial general liability insurance policy (ISO form or equivalent) insuring Tenant and naming Landlord and, at Landlord's request, any Senior Interest Holder and any managing agent(s) of Landlord as additional insured(s), against any liability for bodily injury, death or property damage occurring on or about the Premises, with limits of liability of not less than \$1,000,000.00 with respect to bodily injury and property damage arising from any occurrence and \$2,000,000.00 from the aggregate of all occurrences within each policy year. Such policy shall include a provision that such aggregate limit shall apply separately at the Premises. In addition, Tenant shall carry umbrella limits not less than \$1,000,000.00 per occurrence. Tenant shall provide Landlord with evidence that all such insurance policies have the coverages provided herein and Tenant shall provide Landlord with an endorsement from the insurance company providing the insurance indicating that Landlord and, at Landlord's request, any Senior Interest Holder and any managing agent of Landlord, have been named as additional insured(s) covered by such policies.

12. **NON-SUFFICIENT FUNDS.** Tenant shall be charged \$35.00 as reimbursement of the expenses incurred by Landlord for each check that is returned to Landlord for lack of sufficient funds. This charge, once incurred, shall be considered as additional rent to the Tenant, payable to the Landlord. In addition, a check returned due to insufficient funds will be subject to any and all Late Payments provisions included in ARTICLE 6 of this lease. All charges will be immediately due from Tenant and failure to make immediate payment will constitute a default under the terms of this Lease (ARTICLE 13).

Landlord reserves the right to demand future payments by cashier's check, money order, or certified funds on all future payments in the event of a check returned for insufficient funds. Nothing in this ARTICLE 12 limits other remedies available to the Landlord as a payee of a dishonored check. Landlord and Tenant agree that three (3) returned checks in any twelve month period constitutes a frequent return of checks due to insufficient funds and may be considered a just cause for eviction.

13. **DEFAULT.** If any Event of Default occurs, the Tenant will be responsible for any and all reasonable attorney fees associated with that default as "additional rent." Such fees will become due and a part of the rental payment. If Tenant fails to pay any installment of rent or make any other payment required to be made by Tenant when the same shall become due and payable hereunder, or if Tenant fails to observe and perform any other provision, covenant, or condition of this Lease required under this Lease to be observed and performed by Tenant within thirty (30) days after Landlord shall have given written notice to Tenant of the failure of Tenant to observe and perform the same, or if Tenant abandons or vacates the Premises during the continuance of this Lease, or if Tenant makes an assignment for the benefit of creditors or enters into a composition agreement with its creditors, or if the interest of Tenant in the Premises is attached, levied upon, or seized by legal process, or if this Lease is assigned in violation of the terms hereof or is terminated by operation of law, then, in any such event, immediately or at any time thereafter, at the option of Landlord, Landlord shall, as it elects, either:

(A) Declare this Lease to be in default, in which event this Lease shall immediately cease and terminate, and Landlord may possess and enjoy the Premises as though this Lease had never been made, without prejudice, however, to any and all rights of action which Landlord may have against Tenant for rent and other charges payable by Tenant hereunder (both past due and future rent due Landlord and past due and future charges payable by Tenant), damages, or breach of covenant, in respect to which Tenant shall remain and continue liable notwithstanding such termination; or

(B) Relet the Premises, or any part thereof, for such term or terms and on such conditions, as Landlord deems appropriate for and on behalf of Tenant, for the highest rental reasonably attainable in the judgment of Landlord, which reletting

shall not be considered as a surrender or acceptance back of the Premises or a termination of this Lease, and recover from Tenant any deficiency between the amount of rent and all other charges payable by Tenant under this Lease and those amounts obtained from such reletting, plus any expenses incurred by Landlord in connection with such reletting, including, without limitation, the expenses of any repairs or alterations Landlord deems necessary or appropriate to make in connection with such reletting and all sums expended for brokerage commissions and reasonable attorneys' fees, but Landlord shall be under no duty to relet the Premises; or

14. **HOLDOVER.** If Tenant maintains possession of the Premises for any period after the termination of this Lease ("Holdover Period"), Tenant shall pay to Landlord lease payment(s) a prorated sum for time utilized in accordance with previous quarterly rates throughout the term of the lease.

15. **REPAIRS AND MAINTENANCE.**

(A) Tenant covenants and agrees to keep and maintain in good order, condition and repair the exterior of the Leased Premises during the term of the Lease, or any renewal terms, and further agrees that Landlord shall be under no obligation to make any repairs or perform any maintenance to the Leased Premises. Tenant covenants and agrees to be responsible for, at its sole cost and expense, snow removal, lawn maintenance, landscaping, maintenance of the parking lot (including but not limited to parking lines, seal coating, repair non-preexisting potholes, blacktop surfacing, other significant defects in the pavement, and maintain the pavement markings), asphalt, asphalt repair, concrete, concrete repair, floor or flooring repair, fences or gates on or about the lease Premises, and other similar items.

(B) If Landlord provides written notice to Tenant of specific maintenance or repair required under the terms described in section (A), Tenant shall perform, or cause to be performed, such maintenance or repair within thirty (30) days of notification. If Tenant refuses or neglects to commence or complete repairs promptly and adequately, Landlord may cause such repairs to be made, but shall not be required to do so, and Tenant shall pay the cost thereof to Landlord upon demand; all such reimbursements shall be payable and due to the Landlord as additional rent. It is understood that Tenant shall pay all expenses of maintenance and repair during the term of this Lease. Any repairs or improvements affecting the structural integrity of the Leased Premises may be done only with the prior written consent of Landlord, such consent not to be unreasonably withheld or delayed. All alterations and additions to the Leased Premises shall be made in accordance with all applicable laws and shall remain for the benefit of Landlord. Tenant further agrees to indemnify and save harmless Landlord from all expense, liens, claims, or damages to either persons or property or the Leased Premises which may arise out of or result from the undertaking or making of said repairs, improvements, alterations or additions, or Tenant's failure to make said repairs, improvements, alterations or additions.

16. **REMODELING OR STRUCTURAL IMPROVEMENTS.** Tenant shall be allowed to conduct construction or remodeling (at Tenant's sole cost and expense) only with the prior written consent of the Landlord, which shall not be unreasonably withheld. At the end of the lease term, Tenant shall be entitled to remove (or at the request of Landlord shall remove) any such fixtures, and shall restore the Premises to substantially the same condition that existed at the commencement of this Lease.

17. **LANDLORD ACCESS.** Landlord and Landlord's agents shall have the right to enter the Premises in any emergency at any time, and at other reasonable times upon notice to Tenant to examine same or to inspect, clean, or perform such work as Landlord may reasonably deem necessary or to exhibit the Premises to prospective purchasers, mortgagees, or tenants or for any other purpose as Landlord may deem necessary or desirable. Landlord shall use reasonable efforts to minimize the adverse effect on Tenant of any entry by Landlord on the Premises for any reason. Tenant shall not be entitled to any abatement or reduction of the Rent by reason of such entry. For the purposes herein, such notice shall be given at the premises to the person in charge of the Premises for Tenant.

If Tenant has, after written notice to cease, continued to deny Landlord and Landlord's agents access to the Premises, as required by State law, such failure is a substantial breach of this agreement and is a just cause for eviction.

18. **INDEMNITY REGARDING USE OF PREMISES.** To the extent permitted by law, Tenant agrees to indemnify, hold harmless, and defend Landlord from and against any and all losses, claims, liabilities, and expenses, including reasonable attorney fees, if any, which Landlord may suffer or incur in connection with Tenant's possession, use or misuse of the Premises, except Landlord's act or negligence. Tenant hereby expressly releases Landlord and/or Landlord's Agent from any and all liability for loss or damage to Tenant's property or effects, whether in the Premises or any other location in or about the Premises, arising out of any cause whatsoever, including but not limited to rain, plumbing leakage, fire or theft, except in

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the case that such damage has been adjudged to be the result of the gross negligence of Landlord, Landlord's employees, heirs, successors, assignees and/or Agents.

19. **DANGEROUS MATERIALS.** Tenant shall not keep or have on the Premises any article or item of a dangerous, flammable, or explosive character that might substantially increase the danger of fire on the Premises, or that might be considered hazardous by a responsible insurance company, unless the prior written consent of Landlord is obtained and proof of adequate insurance protection is provided by Tenant to Landlord.
20. **COMPLIANCE WITH REGULATIONS.** Tenant shall promptly comply with all laws, ordinances, requirements and regulations of the federal, state, county, municipal and other authorities, and the fire insurance underwriters. However, Tenant shall not by this provision be required to make alterations to the exterior of the building or alterations of a structural nature.
21. **MECHANICS LIENS.** Neither Tenant nor anyone claiming through the Tenant shall have the right to file mechanics liens or any other kind of lien on the Premises, and the filing of this Lease constitutes notice that such liens are invalid. Further, Tenant agrees to:
 - (A) Give actual advance notice to any contractors, subcontractors or suppliers of goods, labor, or services that such liens will not be valid, and
 - (B) Take whatever additional steps which are necessary in order to keep the premises free of all liens resulting from construction done by or for the Tenant.
22. **SUBORDINATION OF LEASE.** This Lease is subordinate to any mortgage that now exists, or may be given later by Landlord, with respect to the Premises. In a sale of the Premises arising out of a court proceeding known as a foreclosure, the holder of the mortgage on the Premises may end this Lease. Tenant shall sign all papers needed to subordinate this lease to any mortgage on the building. If Tenant refuses, Landlord may sign the papers on behalf of the tenant.
23. **ASSIGNABILITY/SUBLETTING.** Tenant may assign or sublease any interest in the Premises, assign, this Lease, with the prior written consent of Landlord.
24. **NOTICE.** Notices under this Lease shall not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, addressed to the party at the appropriate address set forth below. Such addresses may be changed from time to time by either party by providing notice as set forth below. Notices mailed in accordance with these provisions shall be deemed received on the third day after posting.

LANDLORD: ISO Capital, LLC
P.O. Box 237
Princeton Junction, New Jersey 08550

TENANT: Jersey City Parking Authority (ICPA)
394 Central Avenue
Jersey City, NJ 07307

25. **GOVERNING LAW.** This Lease shall be construed in accordance with the laws of the State of New Jersey.
26. **ENTIRE AGREEMENT/AMENDMENT.** This Lease contains the entire agreement of the parties and there are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Lease. This Lease may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.
27. **SEVERABILITY.** If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
28. **WAIVER.** The failure of either party to enforce any provisions of this Lease shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Lease.
29. **BINDING EFFECT.** The provisions of this Lease shall be binding upon and inure to the benefit of both parties and their respective legal representatives, successors and assigns.

[Handwritten signature]

30. AGREEMENT FUNDING CONTINGENCY. This agreement, in its entirety, is contingent upon funding provided to the Jersey City Parking Authority (JCPA) from the New Jersey Department of Transportation (DOT). If for any unforeseen reason, the DOT should fail to provide this funding to the JCPA, this agreement shall be rendered null and void. Accordingly, the JCPA shall then have no financial obligation and shall not be subject to penalty under any provision in this lease agreement. However, in the event that the DOT provides this funding to the JCPA and this Agreement becomes effective, the parties will be bound by all the terms contained therein.

LANDLORD:


JSQ Capital, LLC

8/1/2014
Dated

TENANT:

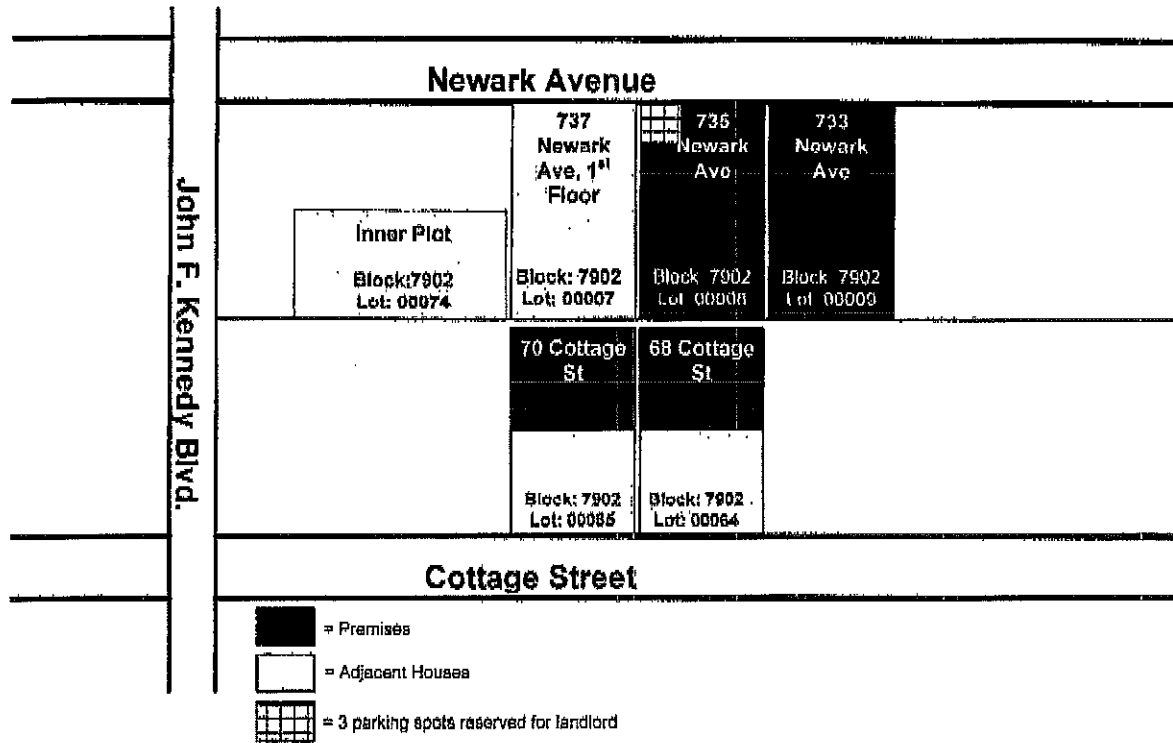

Jersey City Parking Authority (JCPA)

8/19/14
Dated



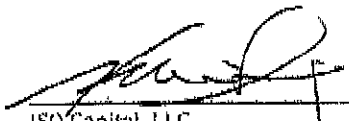
Exhibit A: The Premises

*733 Newark Avenue, Jersey City, NJ 07306 (Block: 07902; Lot: 00009)
 *735 Newark Avenue, Jersey City, NJ 07306 (Block: 07902; Lot: 00008)
 *68 Cottage Street, Jersey City, NJ 07306 (Block: 7901, Lot: 00065)—Portion/ parking area behind 68 Cottage Street).
 *70 Cottage Street, Jersey City, NJ 07306 (Block: 7902; Lot: 00064)—Portion/ parking area behind 70 Cottage Street).



NOTE: This plan is for space identification purposes only. All areas, conditions and dimensions are approximate. This plan is intended for identification purposes only and is not to be deemed a representation by landlord as to accuracy or square footage

LANDLORD:


 JSQ Capital, LLC

8/1/2014
 Dated

TENANT:


 Jersey City Parking Authority (JCPA)

8/19/14
 Dated

EXHIBIT B

PARKING LOT NET LEASE EXTENSION AGREEMENT

This lease extension agreement was created on April 14, 2016 between JSQ Capital, LLC ("Landlord"), and City of Jersey City ("Tenant")

For the property located at 733-735 Newark Avenue, Jersey City, NJ 07306 and portions of parking area behind 68 & 70 Cottage Street, Jersey City, NJ 07306.

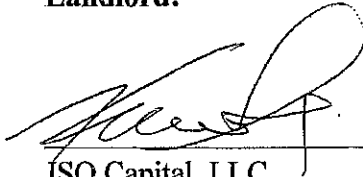
The agreement certifies that the parties agree to extend the lease agreement for an additional time period of one (1) year starting on August 1, 2016 and ending on July 31, 2017.

This lease will be extended at a rate of \$16,500.00 payable in advance on the first (1st) day of each three-month period (quarter year).

This document binds the Landlord and the Tenant to the terms and conditions of the original lease, Parking Lot Net Lease Agreement, signed by JSQ Capital, LLC and City of Jersey City, dated August 4, 2014.

This lease extension agreement, along with the attached original lease, is the entire agreement between both parties.

Landlord:



JSQ Capital, LLC

8/1/2016

Date

Tenant:

City of Jersey City

Date

Section 11 - Paragraph is deleted and replaced with: "Landlord recognizes that the City of Jersey City is self-insured and that the City will provide evidence of same upon approval of this lease extension by City Council."

Section 30 - "Jersey City Parking Authority" and "JCPA" is replaced with the "City of Jersey City," respectively.

Landlord initials: _____

Tenant initials: _____

Ordinance of the City of Jersey City, N.J.



ORDINANCE NO. Ord. 17-036
TITLE: 3.D MAR 22 2017 4.D

APR 12 2017

Ordinance authorizing the City of Jersey City to enter into a parking lot lease at 733-735 Newark Avenue and 68-70 Cottage Street due to parking displaced by the Pulaski Skyway Project.

RECORD OF COUNCIL VOTE ON INTRODUCTION											
COUNCILPERSON				COUNCILPERSON				COUNCILPERSON			
AYE	NAY	N.V.		AYE	NAY	N.V.		AYE	NAY	N.V.	
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

MAR 22 2017 9-0

RECORD OF COUNCIL VOTE TO CLOSE PUBLIC HEARING											
COUNCILPERSON				COUNCILPERSON				COUNCILPERSON			
AYE	NAY	N.V.		AYE	NAY	N.V.		AYE	NAY	N.V.	
GAJEWSKI	✓			YUN	✓			RIVERA			
GADSDEN	✓			OSBORNE	✓			WATTERMANN			
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

APR 12 2017 7-0

Councilperson OSBORNE moved, seconded by Councilperson LAVARRO to close P.H.

✓ Indicates Vote

N.V.--Not Voting (Abstain)

SPEAKERS:

RECORD OF COUNCIL VOTE ON AMENDMENTS, IF ANY											
COUNCILPERSON				COUNCILPERSON				COUNCILPERSON			
AYE	NAY	N.V.		AYE	NAY	N.V.		AYE	NAY	N.V.	
GAJEWSKI				YUN				RIVERA			
GADSDEN				OSBORNE				WATTERMANN			
BOGGIANO				ROBINSON				LAVARRO, PRES.			

RECORD OF FINAL COUNCIL VOTE											
COUNCILPERSON				COUNCILPERSON				COUNCILPERSON			
AYE	NAY	N.V.		AYE	NAY	N.V.		AYE	NAY	N.V.	
GAJEWSKI	✓			YUN	✓			RIVERA			
GADSDEN	✓			OSBORNE	✓			WATTERMANN			
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

APR 12 2017 7-0

✓ Indicates Vote

N.V.--Not Voting (Abstain)

Adopted on first reading of the Council of Jersey City, N.J. on MAR 22 2017
Adopted on second and final reading after hearing on APR 12 2017

This is to certify that the foregoing Ordinance was adopted by the Municipal Council at its meeting on

Robert Byrne
Robert Byrne, City Clerk

*Amendment(s):

APPROVED:

Rolando R. Lavarro, Jr.

Rolando R. Lavarro, Jr., Council President

Date APR 12 2017

APPROVED:

Steven M. Fulop

Steven M. Fulop, Mayor

Date APR 13 2017

Date to Mayor APR 13 2017

City Clerk File No. Ord. 17-037

Agenda No. 3.E 1st Reading

Agenda No. 4.E 2nd Reading & Final Passage



ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE
offered and moved adoption of the following ordinance:

CITY ORDINANCE 17-037

TITLE: **ORDINANCE SUPPLEMENTING CHAPTER A351 (EXECUTIVE ORDERS AND ORDINANCES) OF THE JERSEY CITY CODE TO CREATE A NEW CLASSIFIED POSITION FOR ASSISTANT SUPERVISOR HEAVY EQUIPMENT OPERATOR**

THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY DOES ORDAIN:

A. The following supplements to Chapter A351 (Executive Orders and Ordinances) of the Jersey City Code are adopted:

Labor Grade

Title

*

Assistant Supervisor Heavy Equipment Operator

B. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.

C. This ordinance shall be a part of the Jersey City Code as though codified and fully set forth therein. The City shall have this ordinance codified and incorporated in the official copies of the Jersey City Code.

D. This ordinance shall take effect at the time and in the manner as provided by law.

E. The City Clerk and the Corporation Counsel be and they are hereby authorized and directed to change any chapter numbers, article numbers and section numbers in the event that the codification of this ordinance reveals that there is a conflict between those numbers and the existing code, in order to avoid confusion and possible accidental repealers of existing provisions.

NOTE: All new material is underlined; words in [brackets] are omitted.
For purposes of advertising only, new matter is indicated by **boldface** and repealed matter by *italic*.

*Pursuant to N.J.S.A. 40:69A-43a.

NR/he
3/13/17

APPROVED AS TO LEGAL FORM

APPROVED: _____

APPROVED: _____

Corporation Counsel

Business Administrator

Certification Required ☐

Not Required ☐

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

ORDINANCE SUPPLEMENTING CHAPTER A351 (EXECUTIVE ORDERS AND ORDINANCES) OF THE JERSEY CITY CODE TO CREATE A NEW CLASSIFIED POSITION FOR ASSISTANT SUPERVISOR HEAVY EQUIPMENT OPERATOR

Initiator

Department/Division	Human Resources	Workforce Management
Name/Title	Nancy Ramos	Human Resources Director
Phone/email	(201) 547-5224	nancyr@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

To establish a New Title for Fred Mueller, Jr. in accordance with New Jersey Department of Civil Services Commission Rules and Regulations

I certify that all the facts presented herein are accurate.


Signature of Department Director

3/13/17
Date

Ordinance/Resolution Fact Sheet

This summary sheet is to be attached to the front of any ordinance, resolution, cooperation agreement, or contract that is submitted for Council consideration. Incomplete or sketch summary sheets will be returned with the resolution or ordinance. The Department, Division, or Agency responsible for the overall implementation of the proposed project or program should provide a concise and accurate state of facts.

Full Title of Ordinance/Resolution/Cooperation Agreement:

Assistant Supervisor Heavy Equipment Operator

Name & Title of Person Initiating Ordinance/Resolution, Etc.:

Nancy Ramos, Human Resources Director

Concise Description of the Program, Project, or Plan Proposed in the Ordinance:

To establish a New Title in accordance with New Jersey Department Civil Services Commission Rules and Regulations.

Reasons for the Proposed Program, Project, Etc.:

Fred Mueller, Jr.

Anticipated Benefits to the Community:

Cost of Program, Project, Etc.:(Indicate the dollar amount of City, State, Federal funds to be used as well as match and in-kind contributions.)

Date Proposed Program or Project will Commence: _____

Anticipated Completion Date: _____

Person Responsible for Coordinating Proposed Program, Project Etc.: _____

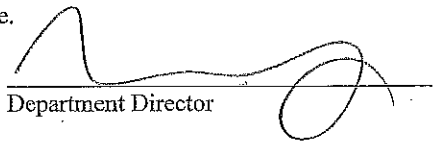
Additional Comments:

Union Affiliation- JCSA Labor Grade-26

I Certify That All Facts Present Herein Are Accurate.

3/13/17

Date


Department Director

Date Submitted to Law Department _____



STEVEN M. FULOP
MAYOR OF JERSEY CITY

CITY OF JERSEY CITY
OFFICE OF THE MAYOR

CITY HALL | 280 GROVE STREET | JERSEY CITY, NJ 07302
P: 201 547 5500 | F: 201 547 5442



STEVEN M. FULOP
MAYOR OF JERSEY CITY

E.O. _____

_____, 2017

EXECUTIVE ORDER OF THE MAYOR
OF THE
CITY OF JERSEY CITY

CLASSIFIED POSITIONS FOR CITY EMPLOYEES

Pursuant to the Faulkner Act, N.J.S.A. 40:69A-48, as amended by L.1985, c.374, the Mayor is now authorized to set the salaries, wages or other compensation of all employees of administrative departments except department directors and employees whose salaries are required to be set by ordinance.

Pursuant to this authorization, I issue the following Executive Order establishing guidelines for salaries and wages of those employees whose salaries are set by the Mayor:

Labor Grade

Title

26

Assistant Supervisor Heavy Equipment Operator

This order shall take effect immediately.

Very truly yours,

STEVEN M. FULOP, MAYOR

SMF/he

cc: Robert J. Kakoleski, Business Administrator
Jeremy Farrell, Corporation Counsel
Robert Byrne, City Clerk
Donna Mauer, Chief Financial Officer
Nancy Ramos, Personnel Director

New Title

Title: Assistant Supervisor Heavy Equipment Operator

Department: Public Works

Division: Sanitation

Labor Grade: 26

Min. \$16,800

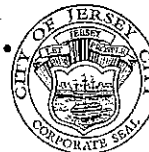
Max. \$58,110

Union: JC Supervisor Association

**Fred Mueller, Jr.
447 Shady Lane
Howell, NJ 07731**

Salary: \$58,000

Ordinance of the City of Jersey City, N.J.



ORDINANCE NO. Ord. 17-037
TITLE: 3.E MAR 22 2017 4.E

APR 12 2017

Ordinance supplementing Chapter A351 (Executive Orders and Ordinances) of the Jersey City Code to create a new classified position for Assistant Supervisor Heavy Equipment Operator.

RECORD OF COUNCIL VOTE ON INTRODUCTION											
MAR 22 2017 9-0											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

RECORD OF COUNCIL VOTE TO CLOSE PUBLIC HEARING											
APR 12 2017 7-0											
Councilperson <u>LAVARRO</u> moved, seconded by Councilperson <u>OSBORNE</u> to close P.H.											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA			
GADSDEN	✓			OSBORNE	✓			WATTERMANN			
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.--Not Voting (Abstain)

SPEAKERS:

MIKE KULOWSKI

RECORD OF COUNCIL VOTE ON AMENDMENTS, IF ANY											
Councilperson moved to amend* Ordinance, seconded by Councilperson & adopted											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI				YUN				RIVERA			
GADSDEN				OSBORNE				WATTERMANN			
BOGGIANO				ROBINSON				LAVARRO, PRES.			

RECORD OF FINAL COUNCIL VOTE											
APR 12 2017 7-0											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA			
GADSDEN	✓			OSBORNE	✓			WATTERMANN			
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.--Not Voting (Abstain)

Adopted on first reading of the Council of Jersey City, N.J. on MAR 22 2017
Adopted on second and final reading after hearing on APR 12 2017

This is to certify that the foregoing Ordinance was adopted by the Municipal Council at its meeting on APR 12 2017

Robert Byrne, City Clerk

*Amendment(s):

APPROVED:

Rolando R. Lavarro, Jr., Council President

Date APR 12 2017

APPROVED:

Steven M. Fulop, Mayor

Date APR 13 2017

Date to Mayor APR 13 2017